



STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

| | |
|--|--|
| RFP Number: 080211 | RFP Title: Swan Lake Gillnetting |
| RFP Response Due Date and Time: April 24, 2008 2:00 PM Local Time | Number of Pages: 27 |

ISSUING AGENCY INFORMATION

| | |
|---|---|
| Procurement Officer: Rick Dorvall | Issue Date: April 9, 2008 |
| Montana Fish, Wildlife & Parks 930 Custer Ave. W. P.O. Box 200701 1420 E. Sixth Ave Helena, MT 59620-0701 | Phone: 406-495-3249 Fax: 406-495-3253 TTY Users, Dial 711 Website: http://vendor.mt.gov/ |

INSTRUCTIONS TO OFFERORS

| | |
|--|---|
| Return Sealed Proposal to: Montana Fish, Wildlife & Parks Purchasing Department 930 Custer Ave. W. Helena, MT 59620 | Mark Face of Envelope/Package: RFP Number: 080211 RFP Response Due Date: April 24, 2008 Special Instructions: By signing and offering a proposal for this RFP, you accept and will comply with appendices A, B and D |
|--|---|

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

| | |
|------------------------------|---|
| Offeror Name/Address: | Authorized Offeror Signatory: (Please print name and sign in ink) |
| Offeror Phone Number: | Offeror FAX Number: |

Offeror E-mail Address:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

TABLE OF CONTENTS

PAGE

| | |
|--|--|
| Instructions to Offerors | |
| Schedule of Events | |
| Section 1: Project Overview and Instructions | |
| 1.0 Project Overview | |
| 1.1 Contract Term | |
| 1.2 Single Point of Contact..... | |
| 1.3 Required Review | |
| 1.4 General Requirements | |
| 1.5 Submitting a Proposal | |
| 1.6 Cost of Preparing a Proposal | |
| Section 2: RFP Standard Information..... | |
| 2.0 Authority | |
| 2.1 Offeror Competition | |
| 2.2 Receipt of Proposals and Public Inspection | |
| 2.3 Classification and Evaluation of Proposals | |
| 2.4 State's Rights Reserved..... | |
| Section 3: Scope of Project..... | |
| 3.1 Project Need..... | |
| 3.2 Detailed Description of Items Involved..... | |
| 3.3 Work to be Performed by Contractor..... | |
| 3.4 Contractor Responsibilities..... | |
| 3.5 USFWS and Fish, Wildlife and Parks Responsibilities..... | |
| 3.6 Scope of Project..... | |
| 3.7 Project Acceptance..... | |
| 3.8 Final Product..... | |
| Section 4: Offeror Qualifications/Informational Requirements..... | |
| 4.0 State's Right to Investigate and Reject | |
| 4.1 Offeror Qualifications/Informational Requirements | |
| Section 5: Cost Proposal | |
| Section 6: Evaluation Process | |
| 6.0 Basis of Evaluation..... | |
| 6.1 Evaluation Criteria..... | |
| Appendix A - Standard Terms and Conditions..... | |
| Appendix B - Contract | |
| Appendix C - RFP Response Form..... | |
| Appendix D- HDCCP Plan Example..... | |

INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are ***never*** accepted.

**The following items MUST be included in the response to be considered responsive.
Failure to include any of these items may result in a nonresponsive determination.**

Signed Cover Sheet

Completed and Signed Appendix C: RFP RESPONSE FORM

SCHEDULE OF EVENTS

EVENT

DATE

| | |
|--|-----------------------|
| RFP Issue Date | <u>April 9, 2008</u> |
| Deadline for Receipt of Written Questions | <u>April 16, 2008</u> |
| Deadline for Posting Written Responses to the State's Website..... | <u>April 18, 2008</u> |
| RFP Response Due Date | <u>April 24, 2008</u> |
| Intended Date for Contract Award (Optional) | <u>April 30, 2008</u> |

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, **Montana Fish, Wildlife & Parks** (hereinafter referred to as "the State") is seeking a contractor to provide **professional gill netting assistance on Swan Lake. A population of lake trout has become established and threatens existing fisheries including: kokanee and bull trout. Professional gill netter assistance is needed in order to handle large numbers of lake trout over a short time period. Lake trout will be removed from the lake in order to calculate a population estimate and begin to control the expanding population.** A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

This contract shall take effect on **the date of the last required signature**, and terminate October 31, 2008

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Rick Dorvall**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: **Rick Dorvall**
Address: **930 Custer Ave., Helena, MT 59620**
Telephone Number: **406-495-3249**
Fax Number: **406-495-3253**
E-mail Address: **rdorvall@mt.gov**

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **April 16, 2008**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 State's Response. The State will provide an official written response by April 18, 2008 to all questions received by April 11, 2008. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at www.fwp.mt.gov under bids and proposals by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.4 GENERAL REQUIREMENTS

1.4.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.4.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.4.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.4.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.4.6 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.4.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn, or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.5 SUBMITTING A PROPOSAL

1.5.1 Organization of Proposal. Offerors must submit a signed original copy of the RFP cover sheet and the form attached as Appendix C and three copies of each document to respond to this RFP.

1.5.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.5.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.5.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and three (3) copies** to the **Montana Dept. of Fish, Wildlife and Parks**. The State reserves the right to request an electronic copy of the RFP response. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to **RFP #080211**. ***Proposals must be received at the receptionist's desk of the Fish Wildlife and Parks prior to 2:00 PM, local time, April 24, 2008.*** Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

1.5.6 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.6 COST OF PREPARING A PROPOSAL

1.6.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.6.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See section 18-4-304, MCA. The State will make a copier available for interested parties to use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://gsd.mt.gov/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.7 Best and Final Offer. The Best and Final Offer is an option available to the State under the RFP process, which permits the State to request a best and final offer from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. The State reserves the right to request a best and final offer for this RFP, if any, based on price/cost alone.

2.3.8 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation of the responsive and responsible offeror that achieves the highest score and is, therefore, the most advantageous to the State.

2.3.9 Request for Documents Notice. Upon concurrence with the evaluator's/ evaluation committee's recommendation, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and/or best and final offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place.** The procurement officer will notify all other offerors of the State's selection.

2.3.10 Contract Execution. Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract utilizing the contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A, as well as the highest scoring offeror's response to the RFP, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be

expected to accept and agree to all material requirements contained in the contract and set out in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the State may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (section 18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- Not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (section 18-4-313, MCA).

SECTION 3: SCOPE OF PROJECT

3.1 Project need:

The Swan Valley has historically been home to a stable, healthy bull trout population. In 1998, anglers began to occasionally catch adult sized (20-30 inch) lake trout from Swan Lake and the Swan River. This caused alarm because lake trout are not native and are notorious for ultimately dominating lakes at the expense of bull trout and kokanee salmon. In 2003, the level of concern was compounded when biologists gill netted a 9-inch juvenile lake trout from Swan Lake, indicating that reproduction was occurring. A similar survey in 2004 captured 7 more juvenile lake trout. In 2005, biologists captured 28 juvenile lake trout, mostly 9-12 inches long.

The deployment of commercial style gill nets by professional crews has proven effective in capturing lake trout for similar research efforts in the Great Lakes area and most recently (2005-2007) in northern Idaho (Lake Pend Oreille and Priest Lakes). In Swan Lake, during 21 days in September and October 2007, an effort was made to estimate the population of lake trout in Swan Lake using mark-recapture techniques. A professional fishery consultant set 26.5 miles of short set gill nets, resulting in over 2,500 lake trout being sampled. The high catch efficiency demonstrated the rapid expansion of the lake trout population as well as the high efficiency that could be achieved with professional gear and expertise. However, the population estimate obtained is questionable due to an extremely low number of recaptured lake trout. Many possible reasons exist for the low recapture rate, including: changes in behavior of marked fish, mortality in marked fish, etc. In 2008, a depletion estimate will be conducted to provide additional data and validate accuracy of the 2007 estimate. To conduct a depletion population estimate multiple netting events are required where all sampled fish are removed from the population. As more fish are removed from the population, the average catch rate begins to decline. Once biologists determine the declining rate of catch, they can estimate the number of fish that originally existed in the population. This information is important in validating the population size and for determining the feasibility and effectiveness of long-term population control.

The expertise of professional gill-netters and their equipment are required to net fish effectively enough to evaluate the population size. Existing resources are inadequate to efficiently handle enough fish, thus, the need to solicit assistance through this Request for Proposals.

3.2 Detailed Description of Items Involved:

The United States Fish and Wildlife Service will supply gill nets. The selected contractor will be required to set and pull up to a total of 9,000 feet of gill net, consisting of 30 nets (each 300 feet long) of approximately equal proportions of five different mesh sizes (1.5", 2", 2.5", 3", and 3.5" stretch) strung in continuous sequence, twice a day. One set will be during a morning pre-dawn period and one during an evening (sunset) period at sites to be determined by our sampling protocol. Net sets will be short (not more than 2 to 3 hours of soak time) to minimize mortality to non-target fish. The selected contractor must allow the presence of USFWS, State of Montana, and other personnel on the boat to collect biological data, assure proper handling of bull trout, a threatened species under the Endangered Species Act, and to observe the process. The 2007 netting effort on Swan Lake utilized a 37-foot Vessel with an 11-foot beam and a 6,000 pound deck (capacity capable of handling a crew of up to 10 people), a GPS and Depth Sounder, a 12-inch Hydraulic Crossley Lifter, a hydraulic capstan, a picking and sorting table, deck lights for lifting at night, and all necessary safety equipment. While the offeror may not meet these exact specifications, they should be roughly equivalent and offerors must be able to show sufficiency and efficiency to accomplish the outlined task with their equipment and vessel. The selected contractor will play a primary role in removing fish from gillnets and minimizing mortality to non-target fish species. Offerors will be required to complete a Hazard Analysis and Critical Control Point (HACCP) Decontamination Plan and Procedure to minimize the risk of spreading Aquatic Nuisance Species. See Appendix D for an example of a HACCP plan.

3.3 Work to be performed by the contractor:

At the direction of and with assistance from Montana Fish, Wildlife and Parks and partners, the contractor will be required to deploy and retrieve gill nets (in pre-determined location), remove fish from nets in a manner to minimize impacts to sensitive species (e.g., bull trout), assist with processing (e.g., eviscerate and pack on ice; the handling and distribution of lake trout will be the primary responsibility of the state, but the contractor will be expected to assist) of sampled lake trout, store and transport sampled lake trout to shore, maintain nets, vessel, and other related equipment, and maintain adequate crew safety during a three week period in September. The contractor will be responsible for timely boat equipment maintenance and reasonable sanitary conditions on deck. The contractor is expected to work for 15 days with two gillnetting episodes per day, throughout this 3-week period. Each day, up to 9,000 feet of gill net will be fished at least twice (once during the morning crepuscular period and once during the evening crepuscular period). In order to minimize mortality of non-target species, the gill net sets will typically be short in duration (e.g., 2 to 3 hours). This will require operating in dark hours before dawn and after dusk. The contractor must certify that all equipment are free from Aquatic Nuisance Species (ANS) and will be required to follow HACCP Plans developed by the State to prevent the introduction and spread of ANS. An example of a previous HACCP plan is attached in Appendix D.

3.4 Contractor Responsibilities:

The contractor will provide an experienced crew of at least two people, but large enough to efficiently handle the tasks mentioned above. The contractor will also provide a vessel (large enough to accommodate up to 10 crew members, gear (see 3.2 and/ or 4.1.3 for details), and hundreds of pounds of fish on ice), fuel, maintenance required for the vessel, and crew safety needs (pdfs, flairs, etc). The vessel must have the appropriate equipment needed to navigate on Swan Lake in the dark (depth finders, sonar, GPS, etc.). The contractor will provide line, rope, weights and floats of sufficient size and quantity to deploy the gill netting effort mentioned above. **The United States Fish and Wildlife Service will supply gill nets.**

The contractor must also allow non-employee crewmembers to participate in the netting activity for the purposes of project oversight and for the collection of scientific information. The activities associated with the collection of scientific information may include: tagging fish, removing tissue samples, recording weights and lengths, etc. Experience developing and following HACCP plans will be evaluated during the proposal scoring section.

3.5 USFWS and Fish, Wildlife and Parks Responsibilities:

The United States Fish and Wildlife service will provide gill nets. Montana Fish, Wildlife and Parks and project partners will provide a site for launching and mooring the vessel, scientific crews to collect data as mentioned above, ice, coolers, and ground transport for all lake trout killed during the netting process, project oversight, and section 9 coverage for Take of a Threatened Species under the Endangered Species Act. The State and Partners will identify netting locations based on a randomized design as needed to satisfy project objectives.

3.6 Scope or Project:

The contractor will be required to conduct netting on Swan Lake for 15 full days (two gill nets sets per day, one during the morning crepuscular period and one during the evening crepuscular period) from 2 September 2008 through 23 September 2008. Past 23 September, the incidence of bull trout by-catch is likely to increase due to post-spawn adults returning to the lake from spawning tributaries; therefore, netting beyond 23 September will only be considered on an emergency basis.

3.7 Project Acceptance:

Project acceptance will be based on completion of 30 (15 a.m. and 15 p.m.) netting episodes during a preferred total of 15 days.

3.8 Final Product:

The final product from this contract will be 30 consistently executed sampling events (15 a.m. and 15 p.m. netting episodes) preferably over 15 days that provide comparable data on catch rates for lake trout in Swan Lake.

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

4.1.1 References. Offeror shall provide a minimum of two (2) references that are using supplies and/or services of the type proposed in this RFP. The references may include government (state or federal) or universities where the offeror, preferably within the last five (5) years, has successfully completed **similar netting efforts**. At a minimum, the offeror shall provide the company name, the location where the supplies and/or services were provided, contact person(s), customer's telephone number, e-mail address, and a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.2 Resumes/Company Profile and Experience. Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the supply/service type and dates the supplies and/or services were provided. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract. Offeror shall provide a description of how their experience and crew will be able to satisfy the requirements outlined in section 3.2 and with the equipment identified in 4.1.3. Offeror should provide examples conducting tasks similar to those outlined in 3.2.

4.1.3 Ability to Meet Supply Specifications. Offeror shall provide a written description and photo documentation of equipment proposed (including: vessel, gillnet pullers, hydraulic capstans, navigational instruments (GPS, Depth Sounder, Radar, etc.), picking and sorting table, deck lights for night work, and necessary safety equipment) to be utilized in setting and pulling up to 9,000 feet of gillnets twice per day. See section 3.2 for full description of requirements. If Offeror's vessel and equipment are different from the equipment described in section 3.2 that was used in past Swan Lake netting efforts, then the Offeror must defend equipment variances with regard to sufficiency and efficiency of equipment in completing the work. The state reserves the right to evaluate proposed vessels and equipment for sufficiency and efficiency, possibly

through the use of references or industry experts. Preference will be awarded to Offerors with experience in creating and following HACCP plans. A written description of past HACCP plans created and followed by the Offeror should be provided.

SECTION 5: COST PROPOSAL

The cost proposal needs to be itemized showing detail for mobilization/demobilization costs and costs per netting episode (e.g., 30 netting episodes are expected under this RFP preferably during 15 days with 15 episodes occurring in the a.m. and 15 occurring in the p.m.). An uncompleted project will be prorated for payment based on the mobilization/demobilization costs and the proportion of completed netting episodes.

Invoices should be sent within 30 days of the completion of netting and project acceptance. A properly submitted invoice showing details of mobilization/demobilization costs and the number of netting episodes completed. **Again, an uncompleted project will be prorated for payment based on the mobilization/demobilization costs and the proportion of completed netting episodes.**

Cost proposals will be evaluated on lump sum, but details on mobilization/demobilization and cost per netting episode are required.

SECTION 6: EVALUATION PROCESS

6.0 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a **total number of 1000 points.**

The **References, and Resumes/Company Profile and Experience** portions of the offer will be evaluated based on the following Scoring Guide. The **Ability to Meet Supply Specifications** portion of the offer will be evaluated on a pass/fail basis, with any offeror receiving a "fail" eliminated from further consideration. The **Cost Proposal** will be evaluated based on the formula set forth below.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (90-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (75-89%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.1 EVALUATION CRITERIA

| References | | | 10% of points for a possible 100 points |
|--|-----------------------|--|--|
| Category | Section of RFP | | Point Value |
| A. References (Complete Contact Information Provided) | 4.1.1 | | 100 Pass/Fail |

| Resumes/Company Profile and Experience | | | 30% of points for a possible 300 points |
|---|-----------------------|--|--|
| Category | Section of RFP | | Point Value |
| A. Years of relevant experience | 4.1.2 | | 100 |
| B. Similar past projects | 4.1.2 | | 100 |
| C. Staff qualifications | 4.1.2 | | 100 |

| Ability to Meet Supply Specifications | | | 30% of points for a possible 300 points |
|---|-----------------------|--|--|
| Category | Section of RFP | | Point Value |
| A. Boat and gear description and pictures | 4.1.3 | | 250 |
| B. Gear sufficiency and efficiency evaluation | 4.1.3 | | pass/fail |
| C. HACCP planning experience | 4.1.3 | | 50 |

| Cost Proposal | | | 30% of points for a possible 300 points |
|----------------------|-----------------------|--|--|
| Category | Section of RFP | | Point Value |
| A. Cost proposal | 5.0 | | 300 |

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 30. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 30 points, Offeror B would receive 20 points ($\$20,000/\$30,000 = 67\% \times 30 \text{ points} = 20$).

Lowest Responsive Offer Total Cost x Number of available points = Award Points
This Offeror's Total Cost

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related

accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 11/06

APPENDIX B: CONTRACT

(Swan Lake Gillnetting) (INSERT CONTRACT NUMBER)

1. PARTIES

THIS CONTRACT is entered into by and between the State of Montana Montana Fish, Wildlife & Parks, (hereinafter referred to as "the State"), whose address and phone number are (insert address), (insert phone number) and (insert name of contractor), (hereinafter referred to as the "Contractor"), whose address and phone number are (insert address) and (insert phone number).

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on the date of the last required signature, and terminate October 31, 2008, unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one (1) month intervals, or any interval that is advantageous to the State, not to exceed an additional two (2) months.

3. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the following (insert a detailed description of the supplies, services, etc., to be provided to correspond to the requirements specified in Section 3, Scope of Project).

4. CONSIDERATION/PAYMENT

4.1 Payment Schedule. In consideration for the (insert supplies or services) to be provided, the State shall pay according to the following schedule: (insert pay schedule).

4.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

5. ACCESS AND RETENTION OF RECORDS

5.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Section 18-1-118, MCA)

5.2 Retention Period. The Contractor agrees to create and retain records supporting the (insert services rendered or supplies provided) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

7. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

8. REQUIRED INSURANCE

8.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

8.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

8.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products, and completed operations; premises owned, leased, occupied, or used.

8.4 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

8.5 Specific Requirements for Professional Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if "occurrence"

coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

8.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

8.7 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

10. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

11. CONTRACT PERFORMANCE ASSURANCE

11.1 Payments. Payments to the Contractor will be based on acceptance of either completed or prorated project as stated in payment schedule.

12. CONTRACT TERMINATION

12.1 Termination for Convenience. The State may, by written notice to the Contractor, terminate this contract without cause. The State must give notice of termination to the Contractor at least fourteen (14) days prior to the effective date of termination.

12.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See section 18-4-313(4), MCA.)

13. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

Travis Horton will be the liaison for the State.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

_____ will be the liaison for the Contractor.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

14. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

15. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

16. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract,

except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

17. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

18. SCOPE, AMENDMENT, AND INTERPRETATION

18.1 Contract. This contract consists of (insert number) numbered pages, any Attachments as required, RFP # (insert RFP number), as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

18.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

19. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

(INSERT AGENCY NAME)
(Insert Address)
Insert City, State, Zip)

(INSERT CONTRACTOR'S NAME)
(Insert Address)
(Insert City, State, Zip)
FEDERAL ID #

BY: _____
(Name/Title)

BY: _____
(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)

Approved as to Form:

Purchasing Officer (Date)
Montana Fish, Wildlife and Parks

APPENDIX C: RFP RESPONSE FORM

(USE ADDITIONAL SHEETS AS NECESSARY)

1. Offeror must provide a signed copy of the RFP Cover Sheet.
2. Offeror has read, understood, and agrees to comply with the items contained in Sections 1, 2, 3, 6, and Appendices A, B and D.

Agreed

Offeror's Signature

Date

OFFEROR MUST PROVIDE THE FOLLOWING INFORMATION THAT WILL BE EVALUATED BY THE RFP EVALUATOR/EVALUATION COMMITTEE:

3. References
4. Resumes/Company Profile and Experience (Section 4.1.2), page 13 of the RFP.
 - A. Years of relevant experience
 - B. Similar past projects
 - C. Staff qualifications
5. Ability to Meet Supply Specifications (Section 4.1.3), page 13 of the RFP.
 - A. Boat and gear description and pictures
 - B. Gear sufficiency and efficiency evaluation
 - C. HACCP planning experience
6. Cost Proposal (Section 5.0), page 14 of the RFP.
7. **Completeness of Proposal.** An offeror's response must be complete at the time of submittal and contain all the reference materials necessary to provide a complete response to the RFP. An offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**
8. **Number of Copies and Due Date.** Offerors must submit **one original and three copies** to the address listed below. The State reserves the right to request an electronic copy of the RFP response. Proposals must be received at the receptionist's desk of the Fish, Wildlife and Parks prior to **2:00 p.m., local time, April 24, 2008**. Proposals received after this time will not be accepted for consideration. Facsimile or electronic submissions are not acceptable.

Rick Dorvall
FWP Purchasing Officer
930 Custer Ave. W.
Helena, MT 59620

Appendix D: HACCP Plan Example

The following is an example of a HACCP plan that the successful contractor will have to develop in cooperation with Montana Fish, Wildlife and Parks and United States Fish and Wildlife Services for the vessel, nets, netting, anchor lines and all other equipment used in this gill netting project.

HACCP Plan – 2007 Swan Lake, Lake Trout Research Project

Contractor A Incorporated

Following HACCP Plan & Specifications are outlined for;

Montana Fish Wildlife & Parks

U.S. Fish & Wildlife Service

1. **Contractor A., has developed the following HACCP Plan to minimize/eradicate the threat of an introduction of fish pathogens and aquatic nuisance species (ANS) into Swan Lake and its associated watershed.**

- This plan was specifically developed to prevent the introduction of Eurasian watermilfoil, zebra mussels, VHS fish virus and other fish pathogens into Swan Lake.

To address those concerns regarding Eurasian watermilfoil, zebra mussels, the VHS fish virus and other ANS plant and animal species as far as their presence in other bodies of water ie; the Great Lakes, and Eurasian watermilfoil in Idaho I will recap previous HACCP Plans utilized in the past when boats, trailers and fisheries equipment were transported to the Inland Northwest and the precautionary measures taken at that time.

Contractor A in cooperation with the University of Wisconsin Sea Grant, and X developed a HACCP Plan to initially move boats which were operating on the Great Lakes to Lake Pend Oreille in Idaho. This HACCP Plan entailed the removal of boats one week prior to shipment, pressure washing of all hulls, bilges and trailers(2000PSI) and the application of a 20% bleach solution for the disinfecting and decontamination of all areas named above. The engines and bilges were all flushed with a 20% bleach solution as well.

Each boat was repainted upon completion of the prescribed HACCP Plan and readied for shipment. The trailer was purchased new and never exposed to the waters of the Great Lakes.

All nets, netting material, anchor lines and anchors were constructed from new material to eradicate any threat on introducing ANS.

The vessel is a new vessel constructed by Contractor A in 2006 will be used to complete the Lake Trout Research on Swan Lake. This Vessel was removed from Lake Michigan in the early 1990's and in dry dock until purchased in 2005. At this point the hull was stripped, engines removed, and completely gutted. The entire hull was needle hammered (paint removed) and portions of the steel bottom replaced. Upon completion of reconstruction of this boat a new engine was installed, and the entire boat repainted both interior (bilge) and exterior(hull and decks). This boat was hauled from the warehouse facility where it was reconstructed directly to Lake Pend Oreille in Idaho, this was done to again eradicate the threat of ANS introductions.

A HACCP Plan is attached and was developed to move this boat, the vessel from Lake Pend Oreille in Idaho to Swan Lake in Montana.

Additionally, all nets, netting, anchor lines and anchors were constructed from new material for this specific project, (Swan Lake, Montana).

**HACCP Plan (2007) – Prepared & Executed by Contractor A Inc., for Montana Fish Wildlife & Parks (Contract Period
–Sept. 17th – Oct. 5th)**

| Control Point | Control Measure | Corrective Action | Verification Source |
|---|--|---|--|
| Removal of the vessel from the waters of Lake Pend Oreille | Disinfect with 20% bleach solution for 10 minutes rinse with fresh tap water. | Removal of vessel 7 days prior to shipment to Swan Lake(Sept. 10th, 2007). Pressure Wash hull at 2000 PSI, 20% bleach solution for 10 minutes, and complete re-painting of hull | MFW&P Representative Ken Staigmiller |
| Boat Trailer | Disinfect with 20% Bleach Solution | Pressure Wash 2000 PSI. A 20% bleach solution applied for 10 minutes | MFW&P Representative Ken Staigmiller |
| Engines & Bilges | Disinfect with 20% Bleach Solution | Treat Engine and Bilge with a 20% bleach solution for 10 minutes, rinse with fresh tap water | MFW&P Representative Ken Staigmiller |
| Nets | Use New Material | All nets constructed from new material | Northern Net & Twine Marinette WI Contractor A Inc. |
| Anchors & Lines | Use New Materials | All related lines, anchors, and rigging constructed or fabricated from new materials | Sault Welding Pacific Industrial LFS Inc |

The removal of the vessel from the waters of Lake Pend Oreille will occur on the morning of September 9th, 2007 at which time the hull and trailer will be completely pressure washed and a 20% bleach solution applied for a period of 10 minutes and then rinsed with fresh tap water. Once removed the engine and bilge will also be flushed with a 20% bleach solution and allowed to rest 10 minutes before being flushed with fresh tap water. Upon completion of the pressure washing the hull will be allowed to dry for several days before being completely re-painted before shipment to Swan Lake on September 16, 2007.

Contractor A is contracted to work on Swan Lake from September 17th, 2007 until October 5th, 2007. A two man crew working 40 hours per week will complete all fisheries research outlined in the previously delivered Swan Lake, Lake Trout Research Project.